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Attorneys for Defendants
Hunt & Henriques, Michael Scott Hunt
and Janalie Ann Henriques

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

JO ANNE GRAFF,

CASE NO.: C08 00908 JF (PVT)

Plaintiff,

**DEFENDANTS' OPPOSITION TO
PLAINTIFF'S MOTION TO QUASH
DEPOSITION SUBPOENA OF FRED
W. SCHWINN**

vs.

Date: July 29, 2008
Time: 10:00 a.m.
Ctrm: 5, Fourth Floor

HUNT & HENRIQUES, a general partnership, MICHAEL SCOTT HUNT, individually and in his official capacity, and JANALIE ANN HENRIQUES, individually and in her official capacity,

Honorable Patricia V. Trumbull

Defendants.

1 **I. INTRODUCTION**

2 Plaintiff Jo Anne Graff (“Graff”) alleges that Defendants contacted her directly
 3 when she was allegedly represented by counsel, in violation of the Fair Debt
 4 Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”). By this motion,
 5 Graff seeks to quash a subpoena issued by Defendants which seeks the deposition of
 6 her counsel, Fred W. Schwinn (“Mr. Schwinn”). There is no basis for quashing the
 7 subpoena, however, since Mr. Schwinn is a key fact witness in this case.

8 Although Graff claims that Defendants contacted her improperly, the record
 9 shows that Defendants only did so after her alleged counsel, Mr. Schwinn, failed to
 10 respond. Defendants wrote to Mr. Schwinn, provided the information he had
 11 requested, and asked if he was authorized to accept service of the collection
 12 complaint they were about to file against Graff. Mr. Schwinn admits that he received
 13 Defendants’ letter, but he never responded. Defendants reasonably concluded that
 14 Mr. Schwinn did not represent Graff with respect to the collection litigation, and they
 15 proceeded accordingly.

16 To prevail on her FDCPA claim, Graff bears the burden of proving that Mr.
 17 Schwinn did not “fail[] to respond” to Defendants’ correspondence within a
 18 reasonable period of time.¹ Given the undisputed record, Defendants believe they
 19 will prevail on this issue as a matter of law, based upon solely upon the admitted
 20 exchange of correspondence. However, Graff has filed a motion for summary
 21 judgment, and this Court may conclude there is an issue of fact with respect Mr.
 22 Schwinn’s failure to respond.

23 To defend this action, Defendants must be permitted to depose Mr. Schwinn to
 24 develop a full record. They are entitled to discover when he was retained, the scope
 25 of his engagement, the communications between him and Graff concerning the
 26 Defendants and the debt, the reasons for his failure to respond to Defendants’
 27 communications, and the nature of his participation in the events giving rise to this

28 ¹ See 15 U.S.C. § 1692c(a)(2)

1 action. By asserting an FDCPA claim which turns upon the scope and circumstances
 2 of Mr. Schwinn's representation, Graff has put all of these points at issue. Mr.
 3 Schwinn is the only witness with personal knowledge of the reasons for his failure to
 4 respond to Defendants' letter. The subpoena is proper, and the Court should deny
 5 the motion.

6 **II. PROCEDURAL AND FACTUAL HISTORY**

7 After Graff failed to make her minimum payments on her credit card, Citibank
 8 (South Dakota) N.A. closed her account and engaged the law firm of Hunt &
 9 Henriques ("H&H") to collect the balance due. *See Declaration of Michael S. Hunt*
 10 ("Hunt Decl.") at ¶ 2. H&H sent Graff a letter dated February 12, 2007, requesting
 11 payment and informing her of her right to request verification of the debt. *Id.* at ¶ 3,
 12 Exh. A. On February 19, 2007, Schwinn sent H&H a letter stating that he had been
 13 retained by Graff "to assist in the matter of debt relief" and for the purpose of
 14 dissuading them from filing suit against her. *Id.* at ¶ 4, Exh. B.

15 On March 26, 2007, H&H sent Schwinn a letter providing him with the
 16 information he had requested about Graff's debt, and asking Mr. Schwinn if he
 17 would accept service of process on her behalf. The letter states, in pertinent part,

18 Please advise within ten days if you are authorized to accept service of
 19 process on behalf of Ms. [Graff].² If we have not heard from you within ten
 20 days of the date of this letter, litigation will proceed and service will be
 attempted on your client directly.

21 *Id.* at ¶ 5, Exh. C. Although the letter requested a response from Mr. Schwinn within
 22 ten days, H&H waited almost two months before taking further action, yet they never
 23 heard from him again. *Id.* This fact is undisputed, as Mr. Schwinn does not claim he
 24 wrote any response to the March 26, 2007 letter, and he has already testified that he
 25 never contacted Defendants by telephone. *See Declaration of Fred W. Schwinn In*
 26 *Support of Motion For Partial Summary Judgment, Docket 11-5, ¶ 6.* Given Mr.

27 ² H&H's letter mistakenly refers to Graff as "Ms. Gresham," another H&H debtor
 28 represented by Mr. Schwinn. Mr. Schwinn also filed a nearly identical lawsuit against
 Defendants in this Court on behalf of Ms. Gresham, which was later dismissed.

1 Schwinn's failure to respond, Defendants reasonably concluded that Mr. Schwinn
 2 did not represent Graff with respect to the litigation, and on May 15, 2007, Graff was
 3 served with the summons and complaint in the underlying collection action. Hunt
 4 Decl. at ¶ 6, Exh. D.

5 Schwinn never made an appearance on behalf of Graff in the collection action,
 6 and he never called Defendants regarding that case. *Id.* at ¶ 7. Since Graff never
 7 responded to the complaint, the Santa Clara County Superior Court entered judgment
 8 against her on July 9, 2007. *Id.* at ¶ 7, Exh. E. On July 13, 2007, H&H notified
 9 Graff that a default had been entered against her. *Id.* at ¶ 8, Exh. F. Once again,
 10 neither Graff nor Mr. Schwinn responded to this letter.

11 Instead, Graff and Mr. Schwinn waited six months, and then filed the present
 12 action in this Court against Defendants on February 12, 2008. Graff claims that
 13 H&H's July 13, 2007 letter violated section 1692c(a)(2) of the FDCPA because it
 14 was sent directly to Graff instead of to Mr. Schwinn, her alleged counsel. *See*
 15 Complaint at ¶ 36.³

16 Mr. Schwinn is a material witness in this case. The case turns on whether he
 17 failed to respond to Defendants' March 26, 2007 letter within a reasonable time.
 18 Indeed, Mr. Schwinn has already submitted a declaration in support of Graff's
 19 pending motion for summary judgment on this key issue. Defendants are entitled to
 20 depose Mr. Schwinn because he was a direct participant in the activity that Graff
 21 alleges gives rise to liability. Mr. Schwinn alone has personal knowledge of the
 22 circumstances surrounding his failure to respond to Defendants' letter, and this

23

24

25 ³ Section 1692c(a)(2) states: “[A] debt collector may not communicate with a
 26 consumer in connection with the collection of any debt – if the debt collector knows the
 27 consumer is represented by an attorney with respect to such debt and has knowledge of,
 28 or can readily ascertain, such attorney's name and address, **unless the attorney fails to
 respond within a reasonable period of time to a communication from the debt
 collector or unless the attorney consents to direct communication with the consumer.**”
 See 15 U.S.C. § 1692c(a)(2) (emphasis added).

1 information could prove essential to the resolution of the action. The deposition
 2 should be allowed.

3 **III. ARGUMENT**

4 **A. Legal Standards Governing Motions To Quash And Requests For
 5 Protective Orders**

6 The party seeking a protective order pursuant to Rule 26(c) of the Federal Rule
 7 of Civil Procedure bears the burden of demonstrating good cause exists to limit
 8 discovery. *See Fed. R. Civ. Proc. 26(c)* (“The court may, **for good cause**, issue an
 9 order to protect a party or person...”) (emphasis added)); *Johnston Development*
 10 *Group, Inc. v. Carpenters Local Union No. 1578*, 130 F.R.D. 348, 352 (D. N.J. 1990)
 11 (“The plaintiffs, as the parties seeking the protective order to preclude their
 12 attorneys’ depositions, bear the burden under Rule 26(c), Fed. R. Civ. P., of
 13 demonstrating good cause to preclude or limit the testimony.”).

14 There is no express prohibition on taking the deposition of opposing counsel.
 15 Federal courts have repeatedly held that depositions of opposing counsel are proper
 16 in certain circumstances, like those present here. *Shelton v. Am. Motors Corp.*, 805
 17 F.2d 1323, 1327 (8th Cir. 1986) (“the Federal Rules of Civil Procedure do not
 18 specifically prohibit the taking of opposing counsel’s deposition”); *Mass. Mut. Life*
 19 *Ins. Co. v. Cerf*, 177 F.R.D. 472,478 (N.D. Cal. 1998) (“there is no express
 20 prohibition against the taking of attorney depositions”); *Am. Cas. Co. Of Reading,*
 21 *Penn. v. Krieger*, 160 F.R.D. 582, 588 (S.D. Cal. 1995) (“...there *are* circumstances
 22 under which the deposition of a party’s attorney will be both necessary and
 23 appropriate”).

24 Although Graff claims that “[i]t is a well-established principle that litigation
 25 counsel are presumptively entitled to a protective order against being deposed by an
 26 adversary” (*see Motion to Quash* (Docket 13-2) at 4:3-4), the cases she cites do not
 27 stand for this broad proposition. Rather, the party seeking the deposition of
 28 opposing counsel need only show that “(1) no other means exist to obtain the
 information than to depose opposing counsel; (2) the information sought is relevant

1 and nonprivileged; and (3) the information is crucial to the preparation of the case.”
 2 *Shelton*, 805 F.2d at 1327 (citations omitted). Defendants have met this burden.

3 **B. Defendants Have Met Their Burden Establishing Need For
 4 Opposing Counsel’s Deposition**

5 Defendants have no other means to obtain the information they seek, other
 6 than to take Mr. Schwinn’s deposition. Only Mr. Schwinn knows the reasons for his
 7 failure to respond to H&H’s March 26, 2007 letter. Even if another person learned
 8 of the reasons for his failure to respond (such as Graff) testimony on the issue from
 9 another witness would be hearsay. Mr. Schwinn is the only witness with direct,
 10 personal knowledge of the reasons why he failed to respond, and the only witness
 11 who can give competent, admissible testimony on those reasons.

12 The information sought is directly relevant to Graff’s section 1692c(a)(2)
 13 claim and Defendants’ affirmative defenses to that claim. To succeed on her claim,
 14 Graff bears the burden of establishing that Mr. Schwinn did not “fail[] to respond
 15 within a reasonable period of time” to Defendants’ March 26, 2007 letter. *See* 15
 16 U.S.C. § 1692c(a)(2). While the Defendants believe that, given the undisputed
 17 record, they can win on this issue as a matter of law, the Court may conclude that a
 18 factual dispute exists on this question. Defendants are entitled to conduct discovery
 19 to determine why Mr. Schwinn failed to respond to the letter, and whether that
 20 failure was reasonable under the circumstances.

21 In addition, the Defendants have asserted the affirmative defense of unclean
 22 hands in this case. They are entitled to take the deposition to investigate whether Mr.
 23 Schwinn and Graff intentionally failed to respond to H&H’s letter in an attempt to
 24 fabricate the alleged FDCPA claim asserted in this action.

25 The information Defendants seek is non-privileged. By asserting this claim
 26 and by offering Mr. Schwinn as a witness in support of her pending motion for
 27 summary judgment, Graff has waived any claim of privilege on the issue. In
 28 addition, if Mr. Schwinn and Graff colluded in attempt to manufacture an FDCPA
 claim against Defendants, the information sought would not be privileged.

1 The discovery sought is crucial to Defendants' case. Defendants believe they
 2 acted lawfully in communicating with Graff directly concerning the litigation after
 3 Mr. Schwinn failed to respond. However, Defendants are entitled to establish a full
 4 record of all the facts and circumstances bearing on Mr. Schwinn's failure to respond
 5 to their letter. Since Mr. Schwinn alone has knowledge of the reasons for his failure
 6 to respond, his testimony will be crucial on this point. Mr. Schwinn's testimony is
 7 also required to support Defendants' affirmative defenses, including their defense of
 8 unclean hands.

9 The subpoena issued to Mr. Schwinn is appropriate and should not be
 10 quashed. The information the Defendants seek is within his exclusive control, is
 11 non-privileged and relevant, and is crucial. Schwinn is a key factual witness, and the
 12 case may turn on his testimony.

13 **C. A Blanket Advance Protective Order Is Not Appropriate Here**

14 Graff has not established good cause for the issuance of a blanket protective
 15 order barring Mr. Schwinn's deposition in advance and in its entirety. She provides
 16 no basis for seeking a protective order in advance of the deposition, rather than
 17 utilizing standard methods for objecting to particular questions at the time they are
 18 asked. In fact, Graff indicates that she has "no indication of the subject or scope of
 19 the information [Defendants] seek." Motion to Quash at 6:9-10. Since she purports
 20 to be wholly unaware of the reasons why the deposition is being sought, Graff cannot
 21 reasonably claim the information sought is so sensitive as to justify a blanket,
 22 advance protective order. If, at his deposition, Mr. Schwinn believes a question is
 23 improper, he may object to it, and if he believes that his answer will reveal privileged
 24 information, and that the privilege has not been waived, he may refuse to answer.

25 Graff relies heavily on *Shelton v. American Motors Corporation*, 805 F.2d
 26 1323, but that case does not help her. In *Shelton*, opposing counsel was not a fact
 27 witness with firsthand knowledge of the events allegedly giving rise to liability, like
 28 Mr. Schwinn is here. Courts have repeatedly permitted a party to depose opposing

1 counsel when the “attorney is a fact witness, such as an ‘actor or a viewer.’” *Am.*
 2 *Cas. Co. Of Reading, Penn. v. Krieger*, 160 F.R.D. at 588 (deposition allowed where
 3 attorneys were “witnesses to, and participants in, events and communications
 4 regarding” the circumstances giving rise to liability); *see also Johnston Development*
 5 *Group, Inc. v. Carpenters Local Union No. 1578*, 130 F.R.D. 348, 352 (D. N.J. 1990)
 6 (“In cases where the attorney’s conduct itself is the basis of a claim or defense, there
 7 is little doubt that the attorney may be examined as any other witness.”). Given that
 8 Mr. Schwinn is a key fact witness with exclusive knowledge of events upon which
 9 the Complaint is based, *Shelton* is distinguishable.

10 The *Shelton* plaintiff sought the deposition in order to bypass the discovery
 11 process and gain the benefit of the opposing counsel’s work product. That court held
 12 the deposition was improper because “counsel’s task in preparing for trial would be
 13 much easier if he could dispense with interrogatories, document requests, and
 14 depositions of lay persons, and simply depose opposing counsel in an attempt to
 15 identify the information that opposing counsel has decided is relevant and important
 16 to his legal theories and strategy.” *Id.* Here, by contrast, Defendants seek
 17 information concerning Schwinn’s involvement in the very events allegedly giving
 18 rise to the claim asserted by Graff, not his work-product developed in preparation for
 19 this litigation.

20 Since Defendants had not allegedly violated the FDCPA before Mr. Schwinn
 21 failed to respond to their March 26, 2007 letter, the deposition could not reasonably
 22 reveal Mr. Schwinn’s work product or litigation strategy for this case unless, of
 23 course, Mr. Schwinn was already planning how to set up Defendants so he could file
 24 this case. If Mr. Schwinn and Graff purposely failed to respond to H&H’s letter in
 25 an effort to manufacture an alleged violation of the FDCPA, then his testimony will
 26 be directly relevant to affirmative defense of unclean hands.

27

28

IV. CONCLUSION

Mr. Schwinn is a key fact witness in this case. He may not avoid submitting to discovery simply because he represents the Plaintiff. The discovery sought is not available from any other source, is highly relevant, is non-privileged, and is crucial to the case. The motion should be denied.

DATED: July 8, 2008

SIMMONDS & NARITA LLP
TOMIO B. NARITA
ROBIN M. BOWEN

By: /s/ Robin M. Bowen
Robin M. Bowen
Attorneys for Defendants
Hunt & Henriques, Michael Scott Hunt
and Janalie Ann Henriques

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and Janalie Ann Henriques

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

JO ANNE GRAFF,

CASE NO.: C08 00908 JF (PVT)

Plaintiff,

**DECLARATION OF MICHAEL S.
HUNT IN SUPPORT OF
DEFENDANTS' OPPOSITION TO
PLAINTIFF'S MOTION TO QUAS
DEPOSITION SUBPOENA OF
FRED W. SCHWINN**

vs.

HUNT & HENRIQUES, a general partnership, MICHAEL SCOTT HUNT, individually and in his official capacity, and JANALIE ANN HENRIQUES, individually and in her official capacity.

Date: July 29, 2008
Time: 10:00 a.m.
Ctrm: 5, Fourth Floor

Defendants.

Honorable Patricia V. Trumbull

1 I, Michael S. Hunt, declare:

2 1. I am an attorney licensed to practice law in the State of California. I am
3 a partner in the firm of Hunt & Henriques, a defendant in this action. I make this
4 declaration in support of the Defendants' Opposition to Plaintiff's Motion to Quash
5 the Deposition Subpoena of Fred W. Schwinn. I have personal knowledge of the
6 facts set forth herein, and could and would testify thereto if called upon to do so.

7 2. Citibank (South Dakota) N.A. retained Hunt & Henriques to collect the
8 balance due on Plaintiff Jo Anne Graff's ("Graff") delinquent Citibank credit card
9 account.

10 3. On February 12, 2007, Hunt & Henriques sent Graff a letter requesting
11 payment of her debt and informing her of her right to request verification. A true
12 and correct copy of this letter is attached hereto as **Exhibit A**.

13 4. On or about February 20, 2007, Hunt & Henriques received a letter
14 from Fred W. Schwinn. A true and correct copy of this letter, dated February 19,
15 2007, is attached hereto as **Exhibit B**.

16 5. On March 26, 2007, Hunt & Henriques sent a letter to Mr. Schwinn,
17 asking him if he would accept service of process on behalf of Graff, and informing
18 him that if he did not respond within ten days, litigation would proceed and service
19 would be attempted on his client directly. Our firm never received any response to
20 this letter. A true and correct copy of this letter is attached hereto as **Exhibit C**.

21 6. Given that Mr. Schwinn did not respond, Hunt & Henriques concluded
22 that Mr. Schwinn did not represent Graff with respect to litigation on the account.
23 Our firm filed suit on behalf of Citibank in the California Superior Court for the
24 County of Santa Clara. On May 15, 2007, Graff was served with that summons and
25 complaint. A true and correct copy of the proof of service is attached hereto as
26 **Exhibit D**.

27 7. Neither Graff, nor Mr. Schwinn, nor anyone else acting on her behalf
28 made an appearance in the state court action. On July 9, 2007, the court entered

1 default judgment against Graff. A true and correct copy of the default is attached
2 hereto as **Exhibit E**.

3 8. Hunt & Henriques mailed a letter to Graff on July 13, 2007, informing
4 her that the court had entered judgment against her and that Hunt & Henriques
5 intended to pursue collection of the judgment. A true and correct copy of this letter
6 is attached hereto as **Exhibit F**.

7 I declare under penalty of perjury under the laws of the State of California the
8 foregoing is true and correct. Executed at San Jose, California on this 7th day of
9 July, 2008.

By: Michael S. Hunt

Exhibit A

HUNT & HENRIQUES

ATTORNEYS AT LAW

MICHAEL S. HUNT
JANALIE HENRIQUES151 BERNAL ROAD, SUITE 8
SAN JOSE, CALIFORNIA 95119-1306

AREA CODE 408

TELEPHONE 362-2270
FACSIMILE 362-2299JO A GRAFF
210 El Carmelo Ave
Palo Alto, CA 94306-2377

February 12, 2007

RE: CITIBANK (SOUTH DAKOTA) N.A. Account Number: 5466160018089621
Balance as of February 12, 2007: \$6,031.79

Dear JO A GRAFF:

Our client, CITIBANK (SOUTH DAKOTA) N.A., has engaged this law firm to make demand for payment in full on your account referenced above. Your account is in default and has been closed, and formal demand is now being made for the entire outstanding balance. As of the date of this letter, your total debt is \$6,031.79. This amount may increase because of interest.

If you want to resolve this matter without a lawsuit, you must pay the outstanding balance stated above to satisfy your account.

Our client considers this to be a serious matter. A legal proceeding is a matter of public record. If a lawsuit is filed, the local court could enter a judgment against you for the entire balance of your account plus, to the extent provided in your account agreement and permitted by law, attorney's fees, court costs and interest. If a judgment is entered against you, it may appear on your credit record for up to seven (7) years and may affect your ability to obtain credit, employment and/or housing.

Federal law gives you 30 days after you receive this letter to dispute the validity of the debt or any part of it. If you do not dispute the validity of the debt, or any part of it, within that period, we will assume that the debt is valid. If you dispute the debt, or any part of it, in writing - by mailing a notice to this firm to that effect on or before the 30th day following the date you receive this letter - we will obtain and mail to you proof (verification) of the debt. And if, within the same period, you request in writing the name and address of the original creditor (if different from our client), we will furnish you with that information too. Upon receipt of your written dispute, all efforts to collect this debt will be suspended until we mail any required information to you. Our client will wait until sufficient time has elapsed for this firm to be able to receive a written notice of dispute from you - even if you mail it on the 30th day following the date you receive this letter - before authorizing us to file suit against you to collect this debt.

Additional important disclosures continued on reverse...

JO A GRAFF
210 El Carmelo Ave
Palo Alto, CA 94306-2377

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP (1-877-382-4357) or www.ftc.gov.

This communication is from a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

You may contact us toll free at 1-800-680-2426.

Very truly yours,

Michael S. Hunt
Janalie Henriques
HUNT & HENRIQUES

X0700502

Exhibit B

Consumer Law Center, Inc.

12 South First Street, Suite 416
San Jose, CA 95113-2404
(408) 294-6100
Fax: (408) 294-6190

FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: 408-362-2299

To: Hunt & Henriques
From: Fred W. Schwinn
Client/Matter: Jo Anne Graft-5466-1600-1808-9621
Date: February 19, 2007

DOCUMENTS	NUMBER OF PAGES*
Letter	2

COMMENTS:
Original will NOT follow.

The information contained in this facsimile message is information protected by attorney-client and/or the attorney-work product privilege. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by facsimile. If the person actually receiving this facsimile or any other reader of the facsimile is not the named recipient or the employee or agent responsible to deliver it to the named recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via U.S. Postal Service.

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT (408) 294-6100.

X0700502/123

CONSUMER LAW CENTER, INC.

12 South First Street, Suite 416

San Jose, CA 95113-2404

(408) 294-6106

Fax (408) 294-6196

Fred W. Schwinn
fred.schwinn@sjconsumerlaw.com

Via Fax to: 408-362-2299

February 19, 2007

Hunt & Henriques
161 Bernal Road, Suite 8
San Jose, CA 95119-1306

In the Matter of: Jo Anne Graff
210 El Carmelo Avenue
Palo Alto, CA 94306-2377

Your Account or File No(s).: 5466-1600-1808-9621

Dear Sir or Madam:

I have attached a copy of your most recent correspondence for your reference. Please be advised that the consumer debtor in the matter referenced above has retained the services of the Consumer Law Center, Inc., to assist in the matter of debt relief. The purpose of this letter is two-fold. First, I wish to provide you with written notice in your capacity as a creditor, collection agent, or collection attorney that this consumer debtor, now our client, is in fact and in law REPRESENTED BY AN ATTORNEY. As a result of this notice, and pursuant to Sections 1692b(6) and 1692c(a)(2) of Title 15 of the United States Code and Section 1788.14(e) of the California Civil Code, you are to immediately terminate any further direct or indirect contacts with our client. Please note that such prohibited contacts include, but are not limited to, all forms of communication by letter, phone, fax, email or any other means. This also includes any contact directly or indirectly with any employer, family member, friend, or other creditor of our client.

Second, this letter is intended to dissuade your firm from filing a lawsuit against our client and reducing the amount that is allegedly owed to a judgment. Should you choose to file a lawsuit against our client in this matter, please be advised that I have reviewed with our client the list of California exemptions provided by the Judicial Counsel of California and I have determined that our client owns no property that could be subject to attachment or levy. Furthermore, our client is disabled and unemployed. Our client is therefore "judgement proof." Should you decide to reduce the amount allegedly owed to a judgment, it will remain uncollectible.

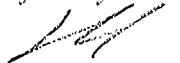
Upon receipt of this letter, any future direct or indirect contacts with our client will result in our office filing a claim against you under the Federal Fair Debt Collection Act, the California Civil Code, and any other available and applicable state or federal laws. If it becomes necessary to file any and all such claims, then please be advised and take due notice that our client will be seeking actual damages, statutory damages, court costs, and our reasonable attorney fees based on our hourly

rate of \$ 300.00. You are also hereby placed on notice that if unlawful and illegal conduct persists or is egregious, then our client will also seek an award of punitive damages as may be determined at the discretion of the Court.

Based on the foregoing, any further communications concerning our client and/or the subject debt must be directed to the Consumer Law Center, Inc. Be advised that any request for information will be addressed in a reasonable time period.

Until advised otherwise, you should mark this matter as "disputed." I anticipate your cooperation herein.

Very Truly Yours,



Fred W. Schwinn, Esq.

Feb-16-07 01:57pm From-

T-914 P.002/003 F-793

MICHAEL S. HUNT
JANALIE HENRIQUESHUNT & HENRIQUES
ATTORNEYS AT LAW
161 BERNAL ROAD, SUITE B
SAN JOSE, CALIFORNIA 95119-1306AREA CODE 408
TELEPHONE 382-2270
FACSIMILE 382-2299JO A GRAFF
210 El Carmelo Ave
Palo Alto, CA 94306-2377

February 12, 2007

RE: CITIBANK (SOUTH DAKOTA) N.A. Account Number: 5466160018089621
Balance as of February 12, 2007: \$6,031.79

Dear JO A GRAFF:

Our client, CITIBANK (SOUTH DAKOTA) N.A., has engaged this law firm to make demand for payment in full on your account referenced above. Your account is in default and has been closed, and formal demand is now being made for the entire outstanding balance. As of the date of this letter, your total debt is \$6,031.79. This amount may increase because of interest.

If you want to resolve this matter without a lawsuit, you must pay the outstanding balance stated above to satisfy your account.

Our client considers this to be a serious matter. A legal proceeding is a matter of public record. If a lawsuit is filed, the local court could enter a judgment against you for the entire balance of your account plus, to the extent provided in your account agreement and permitted by law, attorney's fees, court costs and interest. If a judgment is entered against you, it may appear on your credit record for up to seven (7) years and may affect your ability to obtain credit, employment and/or housing.

Federal law gives you 30 days after you receive this letter to dispute the validity of the debt or any part of it. If you do not dispute the validity of the debt, or any part of it, within that period, we will assume that the debt is valid. If you dispute the debt, or any part of it, in writing - by mailing a notice to this firm to that effect on or before the 30th day following the date you receive this letter - we will obtain and mail to you proof (verification) of the debt. And if, within the same period, you request in writing the name and address of the original creditor (if different from our client), we will furnish you with that information too. Upon receipt of your written dispute, all efforts to collect this debt will be suspended until we mail any required information to you. Our client will wait until sufficient time has elapsed for this firm to be able to receive a written notice of dispute from you - even if you mail it on the 30th day following the date you receive this letter - before authorizing us to file suit against you to collect this debt.

Additional important disclosures continued on reverse...

Feb-16-07 01:58pm From-

T-914 P.003/003 F-793

JO A GRAFF
210 El Carmelo Ave
Palo Alto, CA 94306-2377

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP (1-877-382-4357) or www.ftc.gov.

This communication is from a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

You may contact us toll free at 1-800-680-2426.

Very truly yours,


Michael S. Hunt
Janalie Henriques
HUNT & HENRIQUES

X0700502

Exhibit C

MICHAEL S. HUNT
JANALIE HENRIQUES

HUNT & HENRIQUES

ATTORNEYS AT LAW
151 BERNAL ROAD, SUITE 8
SAN JOSE, CA 95119-1306

AREA CODE 408
TELEPHONE 362-2270
FACSIMILE 362-2299

March 26, 2007

Attn: Fred W. Schwinn, Esq.
Consumer Law Center
12 South First Street, Suite #416
San Jose, CA 95113-2404

**RE: JO A GRAFF
CITIBANK(SOUTH DAKOTA)N.A. ACCT NO: 5466160018089621**

Dear Mr. Schwinn:

Your recent correspondence has been forwarded to me for response.

Pursuant to your client's request, I am providing you with the following account documents:

1. Account statements from: 02/28/2006 to 01/31/2007

Please advise within ten days if you are authorized to accept service of process on behalf of Ms. Gresham. If we have not heard from you within ten days of the date of this letter, litigation will proceed and service will be attempted on your client directly.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND ALL INFORMATION OBTAINED WILL BE USED TO COLLECT THE DEBT.

Yours truly,



Michael S. Hunt
HUNT & HENRIQUES

03/24/06	\$4807.48	\$100.00	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MIN AMT DUE		03/01/07	00:55:43:

JO A GRAFF
210 EL CARMELO AVE
PALO ALTO
94306-2377000
CA

CITI CARDS
P.O. BOX 6420
THE LAKES, NV
88901-6420

Citi[®] AAdvantage[®] World MasterCard[®]

AAdvantage is a registered trademark of American Airlines, Inc.



Account Number
5466 1600 1808 9621

Customer Service:

888-766-CITI (2484)	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
BOX 6000 THE LAKES, NV 89163-6000	\$5000 Statement/Closing Date 02/28/2006	\$192 Amount Over Revolving Credit Line \$0.00 +	\$1500 Past Due \$0.00 +	\$192 Purch/Adv Minimum Due \$100.00 =	\$4807.48 Minimum Amount Due \$100.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
2/28			Standard Purch MEMBERSHIP FEE FEB 06-DEC 06 SEE REVERSE FOR MORE RENEWAL INFORMATION 74 0000	41.60 0000000000
2/28			CRED PROTECTOR FEE-MONTHLY 800-950-5114 74 0000	32.94 0000000000
2/28			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	64.06 0000000000

*** CITI AADVANTAGE MILES UPDATE ***
Miles Accumulated This Billing Period: 0

Remember, with a no-preset spending limit you now have more financial flexibility. But you **MUST PAY IN FULL** any charges over the revolving credit line indicated.

Your current nominal annual percentage rate for purchases may vary monthly and is based on the Wall Street Journal Prime Rate plus 9.900%. However, if you default on any Card Agreement, your rate may increase. The new rate will be the Prime Rate plus up to 19.990%, based on the nature of defaults and performance indications. These rates apply to your account at the time this statement was printed.

The Excess Collision Loss/Damage Insurance coverage on your Citi(R) World MasterCard(R) will change to MasterRental(R) Insurance effective 4/1/06. Please see enclosed insert or website below for details.
<http://www.citibank.com/us/cards/gen-content/en.htm>

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,668.88	\$74.54	\$0.00	\$64.06	\$4,807.48
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,668.88	\$74.54	\$0.00	\$64.06	\$4,807.48

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$4,701.16	0.04699%(D)	17.150%	17.150%
ADVANCES Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%

04/24/06	\$4870.38	\$101.00	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT.DUE DATE	NEW BALANCE	MIN.AMT.DUE		03/01/07	00:55:43

JO A GRAFF
210 EL CARMELO AVE
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Account Number

5466 1600 1808 9621

Customer Service:

888-766-CITI (2484)	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
BOX 6000 THE LAKES, NV 89163-6000	\$5000 Statement/Closing Date 03/30/2006	\$129 Amount Over Revolving Credit Line \$0.00 +	\$1500 Past Due \$0.00 +	\$129 Purch/Adv Minimum Due \$101.00 =	\$4870.38 Minimum Amount Due \$101.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	3/16	K0004006	Payments, Credits & Adjustments PAYMENT THANK YOU 70 F0000 0000	-105.00 27000004995
3/18	3/18	22Z5D66S	Standard Purch ITV DIRECT - SEA VEGG 800-215-0063 MA 61 A5969US 2222 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	99.80 85306446078 68.10 0000000000
	3/30			

*** CITI AADVANTAGE MILES UPDATE ***

Miles Accumulated This Billing Period: 100
Earned Miles: 100
Miles Reported To American Airlines: 100

Remember, with a no-preset spending limit you now have more financial flexibility. But you **MUST PAY IN FULL** any charges over the revolving credit line indicated.

FREE SERVICES FOR CITI(R)/AAdvantage(R) CARDMEMBERS. Manage your Citi(R)/AAdvantage(R) Card account online securely, anytime--whether you want to check your balance, see if a payment was received or pay your bill online. Register now at citicards.com

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,807.48	\$99.80	\$105.00	\$68.10	\$4,870.38
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,807.48	\$99.80	\$105.00	\$68.10	\$4,870.38

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$4,831.08	0.04699%(D)	17.150%	17.150%
ADVANCES Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%

05/23/06	\$4817.76	\$100.00	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT.DUE DATE	NEW BALANCE	MIN AMT.DUE	03/01/07	00:55:43:	

JO A GRAFF
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PALO ALTO
94306-2377000

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Account Number
1466 1600 1808 9621

Customer Service:

888-766-CITI (2484)	Revolving Credit Line \$5000	Available Revolving Credit Line \$182	Cash Advance Limit \$1500	Available Cash Limit \$182	New Balance \$4817.76
BOX 6000 THE LAKES, NV 89163-6000	Statement/Closing Date 04/28/2006	Amount Over Revolving Credit Line \$0.00 +	Past Due \$0.00 +	Purch/Adv Minimum Due \$100.00 =	Minimum Amount Due \$100.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	4/22	K0004003	Payments, Credits & Adjustments PAYMENT THANK YOU 70 F0000 0000	-120.00 27000004995
	4/28		Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	67.38 0000000000

*** CITI AADVANTAGE MILES UPDATE ***
Miles Accumulated This Billing Period: 0

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

Life happens. But bills like this don't have to. Safeguard this account with Credit Protector! It gives you some financial breathing room when life changing events interrupt your income or stress your budget. To enroll, call 1-888-863-8407.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,870.38	\$0.00	\$120.00	\$67.38	\$4,817.76
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,870.38	\$0.00	\$120.00	\$67.38	\$4,817.76
Days This Billing Period: 29					
Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE	
PURCHASES Standard Purch	\$4,874.02	0.04767%(D)	17.400%	17.400%	
ADVANCES Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%	

06/23/06	\$4809.78	\$160.02	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MIN AMT DUE	03/01/07	00:55:43:	

JO A GRAFF
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Account Number
5466 1600 1808 9621

Customer Service:	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
888-766-CITI (2484)	\$5000	\$190	\$1500	\$190	\$4809.78
BOX 6000 THE LAKES, NV 89163-6000	Statement/ Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	05/31/2006	\$0.00	\$0.00 +	\$160.02	\$160.02

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
5/24		K0004003	Payments, Credits & Adjustments PAYMENT THANK YOU 70 F0000 0000	-120.00 27000004995
5/31			Standard Purch LATE FEE - APR PAYMENT PAST DUE 66 0000	35.00 0000000000
5/31			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	77.02 0000000000

*** CITI AADVANTAGE MILES UPDATE ***
Miles Accumulated This Billing Period:

0

Remember, with a no-preset spending limit you now have more financial flexibility. But you **MUST PAY IN FULL** any charges over the revolving credit line indicated.

Our records show home phone 650-320-9402 and business phone 408-730-3815.
Please update coupon if incorrect.

Happy 25th Anniversary to the AAdvantage(R) Program! American Airlines launched the world's 1st frequent flyer program in 1981. Several **HUGE** promotions and events are planned to celebrate this milestone - so don't miss out! Details at www.aa.com/25

Want to receive your billing statement in Spanish? Prefiere recibir su estado de cuenta en Espanol? Llamenos al 1-800-947-9100, o elija su idioma de preferencia en www.tarjetasciti.com, modificando su Perfil Personal en la seccion Administrar mi Cuenta.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,817.76	\$35.00	\$120.00	\$77.02	\$4,809.78
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,817.76	\$35.00	\$120.00	\$77.02	\$4,809.78

Days This Billing Period: 33

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$4,826.08	0.04836%(D)	17.650%	17.650%
ADVANCES Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%

07/24/06	\$4754.79	\$115.08	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMI DUE DATE	NEW BALANCE	MIN AMT DUE	03/01/07	00:55:43:	

JO A GRAFF
210 EL CARMELO AVE
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Account Number
5466 1600 1808 9621

Customer Service:

888-766-CITI (2484)	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
BOX 6000 THE LAKES, NV 89163-6000	\$5000 Statement/ Closing Date 06/29/2006	\$245 Amount Over Revolving Credit Line \$0.00	\$1500 Past Due \$0.00	\$245 Purch/Adv Minimum Due \$115.08	\$4754.79 Minimum Amount Due \$115.08

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
6/01	6/20	K0006004	Payments, Credits & Adjustments PAYMENT THANK YOU 70 F0000 0000 GLOBAL LIGHT NETWORK SAN ANTONIO TX 71 7372US 2222 REFUND LATE FEE 78 0000	-170.00 27000004995 -40.00 55503626153 -35.00 0000000000
	6/01	GSNZPHJF		
	6/20			
5/31	6/01	9961PHJF	Standard Purch GLOBAL LIGHT NETWORK SAN ANTONIO TX 61 A7372US 2222	32.00 55503626152
5/31	6/01	0861PHJF	GLOBAL LIGHT NETWORK SAN ANTONIO TX 61 A7372US 2222	89.93 55503626152
	6/29		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	68.08 0000000000

*** CITI AADVANTAGE MILES UPDATE ***

Miles Accumulated This Billing Period: 82
Earned Miles: 82
Miles Reported To American Airlines: 82

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

Life happens. But bills like this don't have to. Get Credit Protector for those times when life-changing events like job loss, disability, moving, or going to college interrupt your income or strain your budget. To enroll call, 1-888-395-9159.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,809.78	\$121.93	\$245.00	\$68.08	\$4,754.79
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,809.78	\$121.93	\$245.00	\$68.08	\$4,754.79

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$4,854.13	0.04836%(D)	17.650%	17.650%
ADVANCES Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%

08/24/06	\$4947.26	\$274.83	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MIN. AMT. DUE	03/01/07	00:55:43:	

JO A GRAFF
210 EL CARMELO AVE
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Account Number
5466 1600 1808 9621

Customer Service: 888-766-CITI (2484)	Revolving Credit Line \$5000	Available Revolving Credit Line \$52	Cash Advance Limit \$1500	Available Cash Limit \$52	New Balance \$4947.26
BOX 6000 THE LAKES, NV 89163-6000	Statement/Closing Date 07/31/2006	Amount Over Revolving Credit Line \$0.00	Past Due \$115.08 +	Purch/Adv Minimum Due \$159.75 =	Minimum Amount Due \$274.83

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
7/18	7/31		Standard Purch LATE FEE - JUN PAYMENT PAST DUE 66 0000	35.00
	7/18	T5NZZ600	COMCAST CABLE COMM 800-COMCAST CA 61 A4899US 2222	81.72
	7/31		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	75.75

*** CITI AADVANTAGE MILES UPDATE ***
Miles Accumulated This Billing Period:
Earned Miles: 82
Miles Reported To American Airlines: 82

Remember, with a no-preset spending limit you now have more financial flexibility. But you **MUST PAY IN FULL** any charges over the revolving credit line indicated.

The Annual Percentage Rate on your account may increase due to one of the following reasons stated in your Card Agreement with us: if you fail to make a payment to us when due, you exceed your credit line or you make a payment to us that is not honored by your bank.

Please see enclosed privacy notice for important information.

Want to receive your billing statement in Spanish? Para recibir su estado de cuenta en Castellano, por favor llame al 1-800-947-9100, o visite www.tarjetasciti.com y elija su idioma modificando su Perfil Personal en "Administrar mi Cuenta."

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,754.79	\$116.72	\$0.00	\$75.75	\$4,947.26
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,754.79	\$116.72	\$0.00	\$75.75	\$4,947.26

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$4,826.98	0.04904%(D)	17.900%	17.900%
ADVANCES Standard Adv	\$0.00	0.05477%(D)	19.990%	19.990%

09/25/06	\$5119.05	\$616.67	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MIN AMT DUE	03/01/07	00:55:43:	

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Account Number
5466 1600 1808 9621

Customer Service:

1-800-388-2200	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
BOX 6000 THE LAKES, NV 89163-6000	\$5000 Statement/ Closing Date 08/30/2006	\$0 Amount Over Revolving Credit Line \$119.05	\$1500 Past Due \$274.83	\$0 Purch/Adv Minimum Due \$341.84	\$5119.05 \$616.67
			+	=	

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
8/30			Standard Purch LATE FEE - JUL PAYMENT PAST DUE 66 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	39.00 0000000000 132.79 0000000000
8/30				

*** CITI AADVANTAGE MILES UPDATE ***
Miles Accumulated This Billing Period:

0

Remember, with a no-preset spending limit you now have more financial flexibility. But you MUST PAY IN FULL any charges over the revolving credit line indicated.

Your late fee was based on your account balance as of the payment due date (08/24/06), which was \$4,947.26.

The Annual Percentage Rate on your account has been increased due to one of the following reasons stated in your Card Agreement with us: you failed to make a payment to us when due, you exceeded your credit line or you made a payment to us that was not honored by your bank.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,947.26	\$39.00	\$0.00	\$132.79	\$5,119.05
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,947.26	\$39.00	\$0.00	\$132.79	\$5,119.05

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$5,011.15	0.08833%(D)	32.240%	32.240%
ADVANCES Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%

10/24/06	\$5295.45	\$845.07	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PM: 30E DATE	NEW BALANCE	MIN AMT DUE	03/01/07	00:55:43:	

JO A GRAFF
210 EL CARMELO AVE
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Account Number
5466 1600 1808 9621



Customer Service:	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
1-800-866-9900	\$5000	\$0	\$1500	\$0	\$5295.45
BOX 6000 THE LAKES, NV 89163-6000	Statement/ Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	09/29/2006	\$295.45	\$616.67 +	\$228.40 =	\$845.07

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
9/29			Standard Purch LATE FEE - AUG PAYMENT PAST DUE 66 0000	39.00 0000000000
9/29			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	137.40 0000000000

*** CITI AADVANTAGE MILES UPDATE ***
Miles Accumulated This Billing Period:

0

Remember, with a no-preset spending limit you now have more financial flexibility. But you **MUST PAY IN FULL** any charges over the revolving credit line indicated.

Your late fee was based on your account balance as of the payment due date (09/25/06), which was \$5,119.05.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.

Your account is seriously past due and your credit privileges have been suspended. Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am - 9 pm, or Saturday, 8 am - 5 pm, Central Time.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,119.05	\$39.00	\$0.00	\$137.40	\$5,295.45
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,119.05	\$39.00	\$0.00	\$137.40	\$5,295.45

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$5,185.16	0.08833%(D)	32.240%	32.240%
ADVANCES Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%

11/24/06	\$5486.20	\$5486.20	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MIN AMT DUE		03/01/07	00:55:43:

JO A GRAFF
210 EL CARMELO AVE
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Account Number
5466 1600 1808 9621



Customer Service:	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
1-800-866-9900	\$5000	\$0	\$1500	\$0	\$5486.20
BOX 6000 THE LAKES, NV 89163-6000	Statement/ Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	10/31/2006	\$486.20	\$845.07	\$244.75	\$5486.20

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
10/31			Standard Purch LATE FEE - SEP PAYMENT PAST DUE 66 0000	39.00 0000000000
10/31			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	151.75 0000000000

Your late fee was based on your account balance as of the payment due date (10/24/06), which was \$5,295.45.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,295.45	\$39.00	\$0.00	\$151.75	\$5,486.20
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,295.45	\$39.00	\$0.00	\$151.75	\$5,486.20

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$5,368.60	0.08833%(D)	32.240%	32.240%
ADVANCES Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%

12/25/06	\$5672.46	\$5672.46	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT: DUE DATE	NEW BALANCE	MIN AMT. DUE		03/01/07	00:55:43:

JO A GRAFF
210 EL CARMELO AVE
PALO ALTO
94306-2377000

CA

CITI CARDS
P.O. BOX 6420
THE LAKES, NV
88901-6420

Citi[®] AAdvantage[®] World MasterCard[®]

Advantage is a registered trademark of American Airlines, Inc.



Account Number
5466 1600 1808 9621

Customer Service:

1-800-568-5000	Revolving Credit Line \$5000	Available Revolving Credit Line \$0	Cash Advance Limit \$1500	Available Cash Limit \$0	New Balance \$5672.46
BOX 6000 THE LAKES, NV 89163-6000	Statement/Closing Date 11/30/2006	Amount Over Revolving Credit Line \$672.46	Past Due \$1089.82	Purch/Adv Minimum Due \$242.26	Minimum Amount Due \$5672.46

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
11/30			Standard Purch LATE FEE - OCT PAYMENT PAST DUE 66 0000	39.00 0000000000
11/30			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	147.26 0000000000

Your late fee was based on your account balance as of the payment due date (11/24/06), which was \$5,486.20.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Our records show home phone 650-320-9402 and business phone 408-730-3815. Please update coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,486.20	\$39.00	\$0.00	\$147.26	\$5,672.46
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,486.20	\$39.00	\$0.00	\$147.26	\$5,672.46
Days This Billing Period: 30					
Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE	
PURCHASES Standard Purch	\$5,557.05	0.08833%(D)	32.240%	32.240%	
ADVANCES Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%	

01/23/07	\$5858.58	\$5858.58	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MIN AMT DUE	03/01/07	00:55:43:	

JO A GRAFF
210 EL CARMELO AVE
PALO ALTO
94306-2377000

CA

CITI CARDS
P.O. BOX 6420
THE LAKES, NV
88901-6420



Citi[®] AAdvantage[®] World MasterCard[®]

AAdvantage is a registered trademark of American Airlines, Inc.

Account Number
1466 1600 1808 9621

Customer Service:	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
L-800-756-4000	\$5000	\$0	\$1500	\$0	\$5858.58
30X 6000 THE LAKES, NV 39163-6000	Statement/ Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	12/29/2006	\$858.58	\$1332.08	\$244.12	\$5858.58

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	12/29		Standard Purch LATE FEE - NOV PAYMENT PAST DUE 66 0000	39.00
	12/29		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	147.12
				0000000000
				0000000000

Your late fee was based on your account balance as of the payment due date (12/25/06), which was \$5,672.46.

The pur/adv min due displayed above includes any transactions that exceed your revolving credit line.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,672.46	\$39.00	\$0.00	\$147.12	\$5,858.58
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,672.46	\$39.00	\$0.00	\$147.12	\$5,858.58
Days This Billing Period: 29					
Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE	
PURCHASES Standard Purch	\$5,743.17	0.08833%(D)	32.240%	32.240%	
ADVANCES Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%	

02/22/07	\$6031.79	\$6031.79	SITE:KC-CL	TM:CL-5000	ACID:KCB0030
PMT DUE DATE	NEW BALANCE	MIN AMT DUE		03/01/07	00:55:43:

JO A GRAFF
210 EL CARMELO AVE
PALO ALTO
94306-2377000

CITI CARDS
P.O. BOX 6420
THE LAKES, NV
88901-6420

Citi[®] AAdvantage[®] World MasterCard[®]

AAdvantage is a registered trademark of American Airlines, Inc.

Account Number
5466 1600 1808 9621

Customer Service:

1-800-925-8871	Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
BOX 6000 THE LAKES, NV 89163-6000	\$5000	\$0	\$1500	\$0	\$6031.79
	Statement/Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	01/31/2007	\$1031.79	\$1576.20	\$233.21	\$6031.79

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	1/31		Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	173.21 0000000000



Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$5,858.58	\$0.00	\$0.00	\$173.21	\$6,031.79
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,858.58	\$0.00	\$0.00	\$173.21	\$6,031.79

Days This Billing Period: 33

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$5,942.14	0.08833%(D)	32.240%	32.240%
ADVANCES Standard Adv	\$0.00	0.08833%(D)	32.240%	32.240%

Exhibit D



<small>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):</small> HUNT & HENRIQUES, Attorneys at Law Michael S. Hunt, Esq. #99804 Janalie Henriques, Esq. #111589 151 Bernal Road, Suite 8 San Jose, CA 95119 <small>E-MAIL ADDRESS (Optional):</small> ATTORNEY FOR (Name): CITIBANK (SOUTH DAKOTA) N.A.		<small>FOR COURT USE ONLY</small> POS-010 ENDORSED 2001 MAY 21 P 2:39 <small>RE: TORRE, CLERK OF THE SUPERIOR COURT COUNTY OF SANTA CLARA, CALIFORNIA BY: DEPUTY CLERK</small>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA <small>STREET ADDRESS: 191 N. FIRST STREET MAILING ADDRESS: San Jose, CA 95113 CITY AND ZIP CODE: DOWNTOWN SUPERIOR COURT - CIVIL LIMITED</small>		CASE NUMBER: W. VAUGHAN 107CV084095
PETITIONER/PLAINTIFF: CITIBANK (SOUTH DAKOTA) N.A. RESPONDENT/DEFENDANT: JO A GRAFF		<small>Ref. No. or File No.</small> X0700502
PROOF OF SERVICE OF SUMMONS		

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross complaint
 - f. other (specify documents): NOTICE TO LITIGANTS, ADR INFORMATION SHEET
3. a. Party served (specify name of party as shown on documents served): JO A GRAFF

- b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substitute service was made) (specify name and relationship to the party names in 3a):

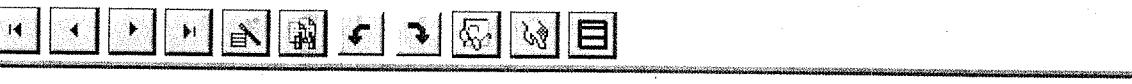
4. Address where the party was served: 210 El Carmelo Ave Palo Alto, CA 94306-2377

5. I served the party (check proper box)
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 5/15/2007 (2) at (time): 6:27 am
 - b. by substituted service. On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or a declaration of mailing is attached.
 - (5) I attach a declaration of diligence stating actions taken first to attempt personal service.

Form Adopted for Mandatory Use
Judicial Council of California
POS-010 (Rev. January 1, 2007)

PROOF OF SERVICE OF SUMMONS

Page 1 of 2
Code of Civil Procedure, § 417.10



PETITIONER/PLAINTIFF: CITIBANK (SOUTH DAKOTA) N.A.	X0700502	CASE NUMBER
RESPONDENT/DEFENDANT: JO A GRAFF	107CV084095	

- c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) with two copies of the Notice and Acknowledgment of Receipt (form 982(a)(4)) and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgement of Receipt (form 982(a)(4).) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

- d. by other means (specify means of service and authorizing code section):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (specify):
- c. as occupant.
- d. On behalf of (specify):

under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

- a. Name: E. Rios
b. Address: Pacific Legal Services, Inc., P.O. Box 5549, San Jose CA 95150
c. Telephone number: (408)266-3148
d. The fee for service was: \$ 40.00
e. I am:

- (1) not a registered California process server.
(2) exempt from registration under Business and Professions Code section 22350(b).
(3) registered California process server:
(I) owner employee Independent contractor
(II) Registration No.: 984
(III) County: Santa Clara

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 5/15/2007

E. Rios

(NAME OF PERSON WHO SERVED PAPER&SHERIFF OR MARSHAL)

/S/ E. Rios

(SIGNATURE)

Exhibit E



JUD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): HUNT & HENRIQUES, Attorneys at Law Michael S. Hunt, #99804 Janalie Henriques, #111589 151 Bernal Rd. STE 8, San Jose, CA 95119-1306 TELEPHONE NO: (408) 362-2270 FAX NO. (Optional): (408) 362-2299 E-MAIL ADDRESS(Optional): info@hunthenriques.com		FOR COURT USE ONLY (ENDORSED) FILED JUL-9 07 KIRI TORRE CHIEF EXEC. OFFICER/CLERK SUPERIOR COURT OF CA COUNTY OF SANTA CLARA DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 N. FIRST STREET MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: DOWNTOWN SUPERIOR COURT - CIVIL LIMITED		PLAINTIFF CITIBANK (SOUTH DAKOTA) N.A. JO A GRAFF DEFENDANT/RESPONDENT: JUDGMENT [X] By Clerk [X] By Default [] After Court Trial [] By Court [] On Stipulation [] Defendant Did Not Appear at Trial
3Y		
		CASE NUMBER: 107CV084095

JUDGMENT**1. [X] BY DEFAULT**

- a. Defendant was properly served with a copy of the summons and complaint.
- b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
- c. Defendant's default was entered by the clerk upon plaintiff's application.
- d. [X] Clerk's Judgment (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
- e. [] Court Judgment (Code Civ. Proc., § 585(b)). The court considered
 - (1) [] plaintiff's testimony and other evidence.
 - (2) [] plaintiff's written declaration (Code Civ. Proc., § 585(d)).

2. [] ON STIPULATION

- a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
- b. [] the signed written stipulation was filed in the case.
- c. [] the stipulation was stated in open court [] the stipulation was stated on the record.

3. [] AFTER COURT TRIAL The jury was waived. The court considered the evidence.

- a. The case was tried on (date and time):

before (name of judicial officer):

- b. Appearances by:

[] Plaintiff (name each):

[] Plaintiff's attorney (name each):

(1)

(1)

(2)

(2)

Continued on Attachment 3b.

[] Defendant (name each):

[] Defendant's attorney (name each):

(1)

(1)

(2)

(2)

[] Continued on Attachment 3b.

c. Defendant did not appear at trial. Defendant was properly served with notice of trial.

d. A statement of decision (Code Civ. Proc., § 632) [] was not [] was requested.

Page 1 of 2

Form Approved for Optional Use
Judicial Council of California
JUD-100 (New January 1, 2002)

JUDGMENT

Code of Civil Procedure, §§ 585, 664.6

X0700502

PLAINTIFF: CITIBANK (SOUTH DAKOTA) N.A. CASE NUMBER: 107CV084095	
DEFENDANT: JO A GRAFF	

JUDGMENT IS ENTERED AS FOLLOWS BY: [] THE COURT [X] THE CLERK4. [] **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.**5. Parties. Judgment is**

a. [X] for plaintiff (name each):

CITIBANK (SOUTH DAKOTA) N.A.
and against defendant (names):
JO A GRAFF

c. [] for cross-complainant (name each):

and against cross-defendant (name each):

[] Continued on Attachment 5a.

b. [] for defendant (name each):

[] Continued on Attachment 5c.

d. [] for cross-defendant (name each):

6. Amount.

a. [X] Defendant named in item 5a above must pay plaintiff on the complaint:

(1) [X] Damages	\$6,031.79
(2) [X] Prejudgment interest at the annual rate of 0.00 %	\$0.00
(3) [X] Attorney fees	\$0.00
(4) [X] Costs	\$220.00
(5) [] Other specify:	\$
(6) TOTAL	\$6,251.79

c. [] Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1) [] Damages	\$
(2) [] Prejudgment interest at the annual rate of %	\$
(3) [] Attorney fees	\$
(4) [] Costs	\$
(5) [] Other specify:	\$
(6) TOTAL	\$

b. [] Plaintiff to receive nothing from defendant named in item 5b.

d. [] Cross-complainant to receive nothing from cross-defendant named in item 5d.

[] Defendant named in item 5b to recover costs \$

[] Cross-defendant named in item 5d to recover costs \$

[] and attorney fees \$

[] and attorney fees \$

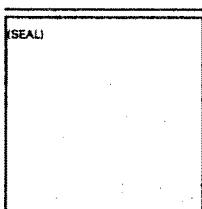
7. [] Other (specify):

Kiri Torre
Chief Executive Officer/Clerk

Clark Sakai

Date: [] _____ JUDICIAL OFFICER

Date: JUL - 9 2007 [] Clerk, by _____, Deputy

**CLERK'S CERTIFICATE (Optional)**

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by _____, Deputy

2007-07-09

Page 2 of 2

X0700502

ExhibitF

HUNT & HENRIQUES

ATTORNEYS AT LAW

MICHAEL S. HUNT
JANALIE HENRIQUES151 BERNAL ROAD, SUITE 8
SAN JOSE, CALIFORNIA 95119-1306

AREA CODE 408

TELEPHONE 362-2270
FACSIMILE 362-2299

July 13, 2007

JO A GRAFF
 210 El Carmelo Ave
 Palo Alto, CA 94306-2377

Re: CITIBANK (SOUTH DAKOTA) N.A. v.
 JO A GRAFF
 Case # 107CV084095
 Date of Judgment: July 9, 2007
 Amount of Judgment: \$6,251.79

Dear JO A GRAFF,

The court has entered judgment against you and in favor of our client in the amount of \$6,251.79. The judgment will remain valid for 10 years from the date it was entered and it can be renewed for an additional period of time. Judgments accrue interest at the rate of 10% per annum. The judgment is a public record and may be reported to the credit reporting companies and may be included on your credit report until the judgment expires.

We are in the process of recording an abstract of judgment which may create a lien on transactions involving real property such as your purchase, refinance or sale of real property. The abstract also remains valid for 10 years.

Now that judgment has been entered, our client has instructed us to attempt to collect the judgment. Wage garnishments and bank levies are legal remedies that we may attempt to use to collect the balance due under the judgment. If we use these remedies, additional costs will be incurred. We may request that the court add the costs to your judgment.

Our client is still willing to settle the debt. Please call us or email us to find out about settlement options. You can telephone us toll free at: 1 (800) 496-5048. Our email address is: Settlements@HuntHenriques.com. We look forward to hearing from you.

This firm is a debt collector and any information obtained may be used for the purpose of collecting the debt.

Very truly yours,

Michael S. Hunt
 Janalie Henriques
 HUNT & HENRIQUES
 Attorneys at Law
 X0700502